356 thereof or any obligation created thereby, or interest thereon, or if the taxes on said real estate are not paid when the same become due and payable, or if the insurance is not kept up, as provided herein, or if the buildings on said real estate are not provided herein, or if the buildings on said real estate are not kept in as good repair as they are now, or if waste is committed on said premises, then this conveyance shall become absolute and the whole sum remaining unpaid, and all of the obligations pro-vided for in said written obligation, for the security of which this indenture is given, shall immediately mature and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for the said parties of the second part, their heirs and assigns to take postaction of the said provised their heirs and assigns, to take possession of the said premises and all the improvements thereon in the manner provided by law and to have a receiver appointed to collect the rents and bene-fits accruing therefrom; and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale to retain the amount then unpaid of principal and interest, together with the costs and charges incident thereto; and the overplus, if any there be, shall be paid by the parties making such sale, on demand, to the first shall parties. It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits accruing therefrom, shall extend and inure to, and be obligatory upon the successors and assigns of the respective parties hereto. IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands the day and year first above written. Stephen Cunninghan a Rith Ruth A. Cuminsha State of Kansas SS: Douglas County BE IT REMEMBERED, that on this _______ day of ______, 1970, before me, a notary public in the aforesaid county and state, came Robert Stephen Cunningham and Ruth A. Cunningham his wife, to me personally known to be the same persons who exe-cuted the foregoing instrument and duly acknowledged the execution of the same. IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written. Notary Public ss R. Gilmore My commission expires December 14, 1971 Janue Beam Register of Deeds